UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
LAREDO DIVISION

IRENE JIMENEZ, *et al*,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 5:15-CV-38
	§	
KIMBERLY MARTIN, *et al*,	§	
	§	
Defendants.	§	

ORDER

On January 6, 2015, Plaintiffs Irene Jimenez and Maria De Jesus Ramirez filed suit in the 111th District Court of Webb County, Texas, seeking an unspecified amount in damages against Defendants Kimberly Martin and United Carrier, Inc., following an automobile accident. Dkt. No. 1, Attach. 3. Defendants assert that they received Plaintiffs' original petition no earlier than January 28, 2015. Dkt. No. 1 at 2 (stating that Defendants' notice of removal, filed on February 27, 2015, is filed "within 30 days of receiving Plaintiffs' Original Petition").[1] Plaintiffs filed their first amended original petition on February 17, 2015, clarifying that they seek "monetary relief in an amount of $74,500.00." Dkt. No. 1, Attach. 5 at 1.

On February 27, 2015, Defendants removed the action to this Court on the basis of diversity-of-citizenship jurisdiction. Dkt. No. 1 at 2. Defendants point to Plaintiffs' amended petition to show that complete diversity of citizenship exists

[1] The Court notes that the state-court docket sheet that Defendants attach to their notice of removal contains two entries stating that the "green card on citation" was returned executed as to both defendants on January 23, 2015. *See* Dkt. No. 1, Attach. 2. Those entries also include the notation "DOS: 1/20/15," presumably indicating that the date of service was January 20, 2015. *See id.* Regardless, Plaintiffs have not challenged the timeliness of Defendants' removal within the period set forth in 28 U.S.C. § 1447(c) for motions to remand based on procedural defects, nor have they otherwise contested Defendants' assertion about when they received the original petition.

among the parties. Furthermore, Defendants assert that the amount in controversy in this case exceeds the $75,000 jurisdictional threshold found in 28 U.S.C. § 1332. They argue that the figure sought in Plaintiffs' amended petition is nothing more than a bad-faith attempt to preclude federal jurisdiction. They also argue that the figure "does not limit potential recovery and appears more like a minimum amount instead of a maximum amount of damages." *Id.* at 6.

Federal courts have a duty to consider their jurisdiction *sua sponte*. *Howery v. Allstate Ins. Co.*, 243 F.3d 912, 919 (5th Cir. 2001). A defendant who removes an action to federal court bears the burden of establishing jurisdiction, and when jurisdiction turns on the amount in controversy, "the plaintiff's claim remains presumptively correct unless the defendant can show by a preponderance of the evidence that the amount in controversy is greater than the jurisdictional amount." *De Aguilar v. Boeing Co.*, 47 F.3d 1404, 1412 (5th Cir. 1995).

Plaintiffs have not contested the jurisdictional arguments made in Defendants' notice of removal. Nonetheless, the Court still has concerns regarding its jurisdiction in this case. Plaintiffs are therefore **ORDERED** to address the Court's jurisdiction no later than April 22, 2015. Plaintiffs may do so by (1) filing a motion to remand that discusses the arguments set forth in Defendants' notice of removal, (2) filing a stipulation conceding that Defendants are correct in asserting that the amount in controversy in this case exceeds $75,000, or (3) filing a binding stipulation, signed by Plaintiffs themselves, stating that they are not seeking, nor will they accept, more than $75,000 total from Defendants in this case, exclusive of costs or interest and inclusive of any attorney's fees that may be awarded.[2]

The Clerk of Court is directed to mail a copy of this Order to Plaintiffs' counsel of record in state court at the following address:

Hector Gonzalez
Angel Gonzalez
Gonzalez & Associates
737 E. Main Street, Suite D
Eagle Pass, TX 78852

It is so **ORDERED**.

SIGNED this 2nd day of April, 2015.

Marina Garcia Marmolejo
United States District Judge

[2] The Court is aware that the jurisdictional question is whether the amount in controversy was sufficient at the time of removal, and that post-removal stipulations are only relevant to clarify an amount in controversy that was ambiguous at the time of removal. *See Brown v. Wal-Mart Stores, L.L.C.*, No. C-10-259, 2010 WL 3501731, at *3 (S.D. Tex. Sept. 2, 2010) (remanding a matter in the face of a binding post-removal stipulation where the original petition alleged that the plaintiff sought damages "not to exceed $75,000," but where the plaintiff incurred a subsequent hospital bill for more than $75,000). Defendants appear to believe that the amount in controversy alleged in Plaintiffs' amended petition is ambiguous, as they state that the alleged amount "appears more like a minimum amount instead of a maximum amount." *See* Dkt. No. 1 at 6. To the extent that Defendants disagree or believe that a binding stipulation would not preclude jurisdiction in this case, they are free to clarify their position in an advisory.